



**To:** FCC  
**Cc:** Byron McCoy, Kathy Berthot, Janice Myles, Best Copy and Printing  
**From:** SipStorm, Inc  
**Date:** August 9, 2005  
**Re:** **Subscriber Notification Report** - WC Docket No. 05-196

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## Introduction

In order to comply with the FCC rules governing enhanced 911 (E911) capabilities provided by providers of interconnected voice over Internet protocol (VoIP), SipStorm, Inc. presents the following information to comply with the **Subscriber Notification and Acknowledgement Status and Compliance Report**.

## About SipStorm

SipStorm is a wholesale and retail provider of converged applications and services centered on VoIP, broadband, mobility, and enhanced services. SipStorm provides these wholesale services to inter exchange carriers (IXCs), CLECs, wireless ISPs, cable operators and enhanced voice and data service providers or any company that desires to provide communications services to their customers. Through the wholesale-only model SipStorm powers service provider's brands with the latest telecommunication and multimedia technologies. This includes VoIP broadband phone services using broadband phone adapters. Additionally, Proximiti is the retail brand offering VoIP broadband phone service directly to consumers.

As directed by WC Docket No. 05-196 this report contains the following:

1. Detailed description of all actions taken
2. Quantification of submitted affirmative acknowledgements
3. Detailed description of distribution of warning stickers
4. Quantification of the number of subscribers who did not have the advisory and/or the warning sticker sent to them
5. Detailed description of any and all actions to get affirmative acknowledgement from customers who have not affirmatively acknowledge E911 conditions
6. Detailed Description of how provider maintains acknowledgements
7. Contact information for responsible person's within SipStorm, Inc.

## Detailed description of all actions taken

SipStorm's current process of notifying customers about enhanced 911 (E911) capabilities is approached on several fronts.

1. During the initial sign up process the customer is required to check a box on the ordering web site that states "I am the person ordering the service, and **I Agree to the Terms of Service**". The Terms of Service are available for review on the same web page as the agreement statement. Included in the Terms of Service are the details explaining the use of E911 (See Exhibit 1 and 2)
2. When the broadband Phone Adapter, that is required for the phone service in question that SipStorm provides, is delivered fulfillment materials are included. In the fulfillment materials there is a document that describes in detail E911 use with Phone Adapter service. (See Exhibit 3)
3. SipStorm provides a sticker affixed to the Phone Adapter notifying the customer about E911 use. (See Exhibit 4)

4. SipStorm is providing stickers to current customers who have not previously received a sticker including a letter explaining E911 again.

**Quantification of submitted affirmative acknowledgements**

- **100%** of customers have ordered service through our ordering web site and to complete the ordering process, all those ordering successfully through the web checked the box associated to the statement “I am the person ordering the service, and **I Agree to the Terms of Service**”.
- Thus **100%** have submitted an affirmative acknowledgement in regards to E911
- **0%** of customers have order through other means and do not have a specific acknowledgement about E911 capabilities.
- Our expectation is that we will not receive an acknowledgement from only **0%** by August 29<sup>th</sup> 2005

**Detailed description of distribution of warning stickers**

- Warning stickers are being affixed to Phone Adapters before shipping to new customers.
- For current customers warning stickers will be mailed to their address with an explanation of their meaning and where to affix them to the Phone Adapter
  - The mailing date will be on or before August 22<sup>nd</sup> 2005

**Quantification of the number of subscribers who did not have the advisory and/or the warning sticker sent to them**

- **0%** of customers did not have the advisory and/or a warning sticker sent to them

**Detailed description of any and all actions to get affirmative acknowledgement from customers who have not affirmatively acknowledge E911 conditions**

- All SipStorm customers have affirmatively acknowledged the E911 conditions during the sign up process as described above.
- At this point **0** customers have not been communicated to and are in jeopardy of having their service disconnected.

**Detailed Description of how provider maintains acknowledgements**

- SipStorm maintains a database of all customers active and no longer active. Those customers who purchased service through are web ordering site by default have acknowledged the E911 conditions.
- To date there have been no customers sign up for service that have not used the web to order.

**Contact information for responsible person's within SipStorm, Inc.**

The contact for compliance with the VoIP E911 Order is:

Sam Procopio  
Vice President  
SipStorm, Inc  
5410 Mariner Street  
Bldg 6, Suite 175  
Tampa, FL 33609  
813-579-1000  
Sam.procopio@sipstorm.com

**Exhibit 1** – The following is a screenshot from the order web site used by customers. They must or their representative must check one of the boxes after reviewing the Terms and Conditions.

Additionally to ensure customers are made aware even specifically about E911 the following will be added to the page illustrated below, between item #3 and #4

- You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services **ONLY IF THE SERVICE IS OPERATED FROM THE SERVICE LOCATION OF RECORD**, and then only if the user has an active connection to the service.

<https://www.proximiti.com/partnersite/configureProfile.do>

If you were given a Promotion Code or Agent Code for signup, please enter it below.

Promotion Code  
[ ] - [ ] - [ ]

**Terms of Service**

Please review the terms of service below:

Proximiti Terms of Service

These Terms of Service constitute the agreement ("Agreement") between Proximiti, Inc. ("we," "us" or "Proximiti") and the user ("you," "user" or "Customer") of Proximiti's VoIP, mobile, and enhanced communications services and any related products or services ("Service"). This Agreement governs both the Service and any access devices, hardware or software based, ("Device" or "Equipment") used in conjunction with the Service. You are

By selecting "I Agree to the Terms of Service" below, you are certifying that:

1. You've read and agreed to the terms above.
2. You authorize Proximiti to take steps to provide you the service you requested, including working with your existing service provider to transfer service if you've elected to move an existing number to Proximiti.
3. You understand that Voice over IP (VoIP) is a new and constantly improving technology but that it may not be as stable as traditional phone service. In addition, 911 and other services may not be available during service outages, especially if your power goes out and you don't have a backup power source.
4. You understand that any Proximiti Home Service numbers will be listed directory assistance and your regional phone book.

☐ I am the person ordering the service, and **I Agree to the Terms of Service.**

☐ I am an agent acting on behalf of the person ordering the service, and I certify that the person ordering the service understands and agrees to the conditions and terms of service above. I also certify that, if the customer is transferring existing service, I have a written letter of authorization from the customer on file that I can produce on demand.

[← Previous Step](#) [Next Step →](#)

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Internet

**Exhibit 2** – The following are is the section from the Terms and Conditions explaining E911 services that the customer must agree to before services is provided

## 2. EMERGENCY SERVICES- 911 DIALING

### 2.1 Definitions

#### 2.1.1 E-911

Enhanced-911 or E-911 enables calls to be routed to Public Safety Answering Points (PSAP) such that both the calling phone number and the address are immediately available to the PSAP operator.

#### 2.1.2 Traditional 911

Traditional 911 provides only the phone number to the PSAP operator. The caller must stay on the line and be able to provide location information in order to receive emergency response services.

### 2.2 Description of 911-Type Dialing Capabilities - VoIP Services

Proximiti VoIP Services support E-911 (where available) and traditional 911. You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services **ONLY IF THE SERVICE IS OPERATED FROM THE SERVICE LOCATION OF RECORD**, and then only if the user has an active connection to the service, in accordance with these Terms of Service.

#### 2.2.1 Service Outage

##### 2.2.1.1 Power Failure or Disruption

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

##### 2.2.1.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by Proximiti

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Proximiti will prevent ALL Service including 911 dialing.

##### 2.2.1.3 Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911 dialing.

##### 2.2.1.4 Other Service Outages

You acknowledge and understand that if there is a service outage for ANY reason; such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

#### 2.2.2 Failure to Designate the Correct Physical Address When Enrolling or Changing Your Address

Failure to provide the current and correct physical address and location of your Proximiti equipment during enrollment or change of address will result in any 911 communication you may make being routed to the incorrect local emergency service provider and will likely prevent a timely response to

your emergency. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

#### 2.2.3 Use of Service From Different Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Proximiti Device to a different street address. Failure to provide the current and correct physical address and location of your Proximiti equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider. This emergency service provider may not be able to provide emergency services.

#### 2.2.4 Alternative 911 Arrangements

You acknowledge that Proximiti does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

#### 2.2.5 Softphones

Proximiti 911 dialing cannot be used in conjunction with a Proximiti Soft Phone application, and is only available on Proximiti-certified Devices or Equipment.

### 2.5 Alternative 911 Arrangements

You acknowledge that Proximiti does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

### 2.6 Limitation of Liability and Indemnification

You acknowledge and understand that Proximiti's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Proximiti, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

Neither Proximiti nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Proximiti. You agree to indemnify and hold harmless Proximiti and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct usage procedures for 911 calling or your provision to Proximiti of incorrect information in connection therewith.

### Exhibit 3

The following is provided in the fulfillment delivered along with the broadband Phone Adapter.

## **IMPORTANT INFORMATION ABOUT YOUR 911 EMERGENCY SERVICE**

Your Proximiti service is 911 capable under certain circumstances- for your safety it is vital that you understand under what conditions 911 is active and when it is not.

### **Telephone Adapter (ATA) Based Services**

If you are using Proximiti Digital Phone Service – Select, Select Multi-Home, Complete, Complete Multi-Home, SOHO or other ATA based products; you will be using a telephone adapter (ATA) to connect your phone to the Proximiti system. Proximiti registered the ATA with your local emergency services operator when you signed up. Dialing 911 from a working telephone connected to an active port on the telephone adapter will deliver the call to the local emergency service operator associated with the telephone adapter's registered service address. The 911 operator will receive the name, address and telephone number of the registered service address. This means **YOU MUST USE THIS PHONE ADAPTER FROM THE REGISTERED SERVICE ADDRESS** for 911 to work properly. If you want to move the registered service location of the ATA you must contact Proximiti to re-register your service address. If you choose to use the ATA from another location without first notifying Proximiti and having the new address registered as the service address you do so at your own risk.

Also, it is important you understand that if there is a power loss to the ATA or your Internet connection is interrupted, your phone service will be interrupted until power and/or Internet connectivity is restored, thus 911 emergency services will be unavailable during this period.

### **Mobile Phone Services**

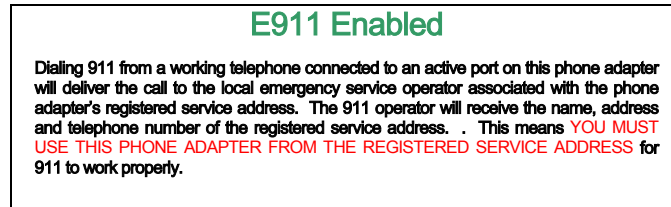
If you are using Proximiti Mobile Phones, you will have 911 services available from your handset. Because mobile phones are by their very nature mobile, it is not possible for emergency services personnel to know your exact location when you call in. If you call 911 from your mobile phone, do everything you can to stay on the phone until you have provided your situation and location to the operator.

### **Other Proximiti Services**

If you are using Proximiti from other devices or locations (Communicator (SoftPhone), Webdial, etc.), 911 may not be active. Proximiti will make a best effort to direct the call to the nearest emergency services operator, **BUT PROXIMITI CANNOT GUARANTEE THAT THE CALL WILL COMPLETE TO AN OPERATOR WHO CAN ASSIST YOU.** We strongly recommend that you do not dial 911 from any device or service not specifically designated by Proximiti as 911 enabled.

## Exhibit 4

Illustration of stickers that are affixed to Phone Adapters that are provided to customers



## Exhibit 5

A letter will be delivered along with the above sticker explaining E911 and the sticker. The letter contents are below:

08/15/05

Joe Customer  
123 Main Street  
Anywhere, FL 33626

Dear Joe Customer –

Proximiti is committed to ensuring you are provided the best broadband phone service possible. As such, safety is very important for anyone using the services we provide. To ensure you understand fully how emergency 911 (E-911) services work and the limitations that are inherent to VoIP broadband Phone Adapter services, we are providing you the information below. We also request that you affix the enclosed sticker to your Phone Adapter so that it is easily visible as a reminder to you and provides information about E-911 for anyone who may use your service.

As was explained, in the terms of service, during the sign up process you or your representative acknowledged, E-911 has some limitations to its use. Below is an excerpt from the terms of service:

*Proximiti VoIP Services support E-911 (where available) and traditional 911. You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services ONLY IF THE SERVICE IS OPERATED FROM THE SERVICE LOCATION OF RECORD, and then only if the user has an active connection to the service, in accordance with these Terms of Service.*

To be clear, your Proximiti service's support of E-911 occurs only when there is power to a working phone adapter and the telephone being used to place the call plugged into it. Your broadband Internet connection must be active, working properly and the phone adapter must be connected as well. In short all components of the service those provided by Proximiti and by other providers must be working properly.

Furthermore, E-911 uses the registered service address as the information communicated to the emergency service operator. During an E-911 call, Proximiti will send the emergency services operator the name, address and telephone number of the registered service address. This means, while your Proximiti service is portable by taking your phone adapter with you, E-911 is not portable. You may request to have your service address changed in the event that you need to use E-911 from another location. To do so contact Proximiti customer care. However, it may take up to 5 business days for the changed of registered address to take full effect.

We at Proximiti thank you for choosing and using our service. If you have any questions about E-911 please contact us at:

Proximiti, Inc  
Customer Care  
5410 Mariner Street  
Bldg 6, Suite 175  
Tampa, FL 33609  
866-338-9116  
[customercare@proximiti.com](mailto:customercare@proximiti.com)

Sincerely,

Sam Procopio  
Vice President